

Lilly, Jeff

From: Vanhook, Garlan
Sent: Monday, September 11, 2006 2:41 PM
To: 'tslone@prtcnet.org'
Cc: Lilly, Jeff
Subject: property acquisition - offer

Judge Executive Sloan / Garlan Vanhook -- Jackson County PDB Executive Committee Meeting 09/11/06

meeting called in order to expedite the progress and schedule of the Jackson Co Judicial Center Project -CJE Sloan and G. Vanhook met via Phone Conference to verify and confirm previous PDB actions to proceed with property purchase and project progress.

meeting minutes -

call to order - purpose of the meeting - Hayes/Dunsil property purchase ; to promote project schedule and progress.

general discussion of previous PDB Meeting approving option agreement to the purchase of Hayes / Dunsil property - contingent upon Garlan Vanhook and AOC final approval.

I noted to judge Sloan that;

I have reviewed with Mr. Lilly the final language in the offer to purchase the adjoining .59 Acres of the Hayes/Dunsil property, located in McKee ,KY for the use and construction of a new Jackson County Judicial Center Project and,

I find the option to purchase to be reasonable and I the cost to fit within the authorized budgeted funds for property acquisition. I would therefore recommended the Jackson Co. Fiscal Court, purchase said property, as proposed by the Jackson Co. PDB;

and therefore ***the Fiscal Court should proceed directly with the purchase pursuant to KRS regulations, upon review and advise of the Jackson County Attorney as their legal council.***

further I advised The Judge that; ***we authorized in conjunction with the property purchase -***

the Fiscal Court shall also authorize expenditures for the legal boundary survey, and site survey work as required for the Design Team to continue their work post-haste and also as required to properly document and close on the said property.

motion to this effect - made by gv / agreed by Judge Sloan

With the Judge Executive and I being agreed on these matters - **actions to proceed with the purchase of the said adjoining property as set out above shall be taken to the Jackson Fiscal Court.- passed unanimous -both voting yes.**

I advised the Judge also;

I appreciated his efforts in this project and now with this final property purchase, the project may begin to make significant progress toward the design.

I also note, a Facilities Standards Committee meeting has been scheduled for December 0, 06. The Architects and the PDB should set its goal to present the preliminary designs for the Jackson County Judicial Center project at that meeting if possible.

if additional information and or assistance to proceed as agreed here to , the judge could request that from me or my staff by phone. I

my cell no. is 502 545-8400.

9/11/2006

Business being complete - meeting adjourned.

gv

minutes taken by - gvanhook

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9/11/2006

said right of way to be constructed, maintained, and kept open at all times, by the second party

As part of the consideration paid for this conveyance, the First Party hereby grants unto the Second party, their successors and assigns a first of refusal, and right to purchase, (option to purchase), the remaining portion of the first party's tract of land, (reserve parcel), at any time the First Party decides to sell the remaining property, at a bona fida price offered the First Party by a third party.

The first party, as a part of the consideration paid and received for the property herein purchased, that the remaining portion of their property (reserve parcel) will not at any time be used by them, or allowed to be used by a third party, in any way which would be a nuisance to, or eyesore to, or in any detrimental way affect or hinder the use of the property conveyed to the second party.

To have and to hold the same, together with all the appurtenances thereunto belonging, unto the party of the second part, its successors and assigns, forever, with covenant of General Warranty.

Consideration Certificate: The parties to this deed under penalty of perjury, and pursuant to KRS Ch. 382, by signing this deed do hereby state under oath that the consideration reflected herein, is the full and actual consideration paid and/or received for the property herein conveyed. The Grantee joins this deed for the sole purpose of certifying the consideration, pursuant to K.R.S.

The 2006 Jackson County and City of McKee property taxes shall be prorated between the parties, each party paying that portion of the taxes for the time period owned by each party.